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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

LOS ANGELES WATERKEEPER, a
California non-profit association,

Plaintiff,

v.

MONOGRAM AEROSPACE
FASTENERS, INC., a Delaware
corporation, TRIMAS CORP., a Delaware
corporation, and TRIMAS COMPANY,
LLC, a Delaware limited liability
company,

Defendants.

Case No.: 2:23-cv-05435-WLH-PD

[PROPOSED] CONSENT DECREE

CONSENT DECREE

WHEREAS, Plaintiff Los Angeles Waterkeeper (“LA Waterkeeper” or “Plaintiff”) is a 501(c)(3) non-profit public benefit corporation organized under the laws of the State of California, with its main office in Los Angeles, California;

WHEREAS, LA Waterkeeper is dedicated to the preservation, protection and defense of the surface, ground, coastal and ocean waters of Los Angeles County from all sources of pollution and degradation;

WHEREAS, Defendants Monogram Aerospace Fasteners, Inc., (“Monogram Aerospace”) and TriMas Corp. and TriMas Company LLC, (collectively, “Defendants”) lease and operate a facility at 3423 S. Garfield Ave Los Angeles, CA 90040 (“Facility”).

WHEREAS, the Facility's industrial activities consist of the manufacturing of fasteners for the aerospace industry, including heading, machining, threading, cleaning, plating, and coating operations. The Facility is categorized under Standard Industrial Classification ("SIC") Code 3452, covering bolts, nuts, screws, rivets, washers.

WHEREAS, stormwater discharges associated with industrial activity at the Facility are regulated by the National Pollutant Discharge Elimination System (“NPDES”) General Permit No. CAS000001 [State Water Resources Control Board], Water Quality Order 2014-0057-DWQ, as amended by Order Nos. 2015-0122-DWQ and 2018-0028-DWQ (“General Permit” or “Permit”), and the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, *et seq.* (“Clean Water Act” or “CWA”), Sections 301(a) and 402, 33 U.S.C. §§ 1311(a), 1342;

WHEREAS, Defendants' operations at the Facility result in discharges of pollutants into waters of the United States and are regulated by the Clean Water Act Sections 301(a) and 402. 33 U.S.C. §§ 1311(a), 1342;

WHEREAS, the General Permit requires all permittees, including Defendants, to comply with, *inter alia*, the following mandates: (1) develop and implement a

1 stormwater pollution prevention plan (“SWPPP”) and a stormwater monitoring
2 implementation plan (“MIP”), (2) control pollutant discharges using, as applicable,
3 best available technology economically achievable (“BAT”) or best conventional
4 pollutant control technology (“BCT”) to prevent or reduce pollutants through the
5 development and application of Best Management Practices (“BMPs”), which must
6 be included and timely updated in the SWPPP, (3) reduce and eliminate discharges
7 necessary to comply with any and all applicable Water Quality Standards (“WQS”),
8 and (4) implement a monitoring and reporting program designed to assess compliance
9 with the Permit;

10 **WHEREAS**, on May 5, 2023, Plaintiff issued a notice of intent to file suit
11 (“60-Day Notice”) to Defendants, their registered agents, the Administrator of the
12 United States Environmental Protection Agency (“EPA”), the Executive Director of
13 the State Water Resources Control Board (“State Board”), the Executive Director Los
14 Angeles Regional Water Quality Control Board (“Regional Board”), and the
15 Regional Administrator of EPA Region IX, alleging violations of the Clean Water
16 Act and the General Permit Water Quality Order 2014-0057-DWQ, as amended by
17 Order Nos. 2015-0122-DWQ and 2018-0028-DWQ incorporating: 1) Federal
18 Sufficiently Sensitive Test Method Ruling; 2) Total Maximum Daily Load
19 Implementation Requirements; and 3) Statewide Compliance Options Incentivizing
20 On-Site or Regional Storm Water Capture and Use, at the Facility;

21 **WHEREAS**, on July 7, 2023, LA Waterkeeper filed a complaint against
22 Defendants in the Central District of California, Civil Case No. 23-cv-05435 WLH
23 (PDx) (“Complaint”);

24 **WHEREAS**, Plaintiff’s Complaint alleged violations of the General Permit
25 and the Clean Water Act for Defendants’ discharges of pollutants into storm drains
26 and surface waters, including the Rio Hondo Channel, the Lower Los Angeles River,
27 and just downstream, Queensway Bay and Junipero Beach. (“Receiving Waters”);
28

1 **WHEREAS**, Plaintiff and Defendants (collectively “Settling Parties” or
2 “Parties”) agree that it is in their mutual interest to enter into a Consent Decree
3 setting forth terms and conditions appropriate to resolving the allegations set forth in
4 the 60-Day Notice and Complaint without further proceedings;

5 **WHEREAS**, all actions taken by Defendants pursuant to this Consent Decree
6 shall be made in compliance with all applicable federal, state and local rules and
7 regulations.

8 **NOW, THEREFORE, IT IS HEREBY STIPULATED BETWEEN THE
9 SETTLING PARTIES AND ORDERED AND DECREED BY THE COURT AS
10 FOLLOWS:**

11 1. The Court has jurisdiction over the subject matter of this action pursuant
12 to Section 505(a)(1)(A) of the CWA, 33 U.S.C. § 1365(a)(1)(A).

13 2. Venue is appropriate in the Central District Court pursuant to Section
14 505(c)(1) of the CWA, 33 U.S.C. § 1365(c)(1), because the Facility at which the
15 alleged violations are taking place is located within this District.

16 3. The Complaint states a claim upon which relief may be granted against
17 Defendants pursuant to Section 505 of the CWA, 33 U.S.C. § 1365.

18 4. LA Waterkeeper has standing to bring this action.

19 5. The Court shall retain jurisdiction over this action for purposes of
20 interpreting, modifying, or enforcing the terms of this Consent Decree, or as long
21 thereafter as necessary for the Court to resolve any motion to enforce this Consent
22 Decree, but only regarding issues raised within the Term of this Consent Decree.

23 **I. OBJECTIVES**

24 6. It is the express purpose of the Setting Parties through this Consent
25 Decree to further the objectives of the Clean Water Act, and to resolve all issues
26 alleged by LA Waterkeeper in its 60-Day Notice and Complaint. These objectives
27 include compliance with the provisions of this Consent Decree, compliance with all
28

1 terms and conditions of the General Permit, and compliance with all applicable
2 sections of the CWA.

3 7. In light of these objectives and as set forth fully below, Defendants agree
4 to comply with the provisions of this Consent Decree, terms and conditions of the
5 General Permit, and all applicable sections of the CWA at the Facility.

6 **II. AGENCY REVIEW AND CONSENT DECREE TERM**

7 **A. AGENCY REVIEW OF CONSENT DECREE**

8 8. Agency Review. Plaintiff shall submit this Consent Decree to the United
9 States Department of Justice and the EPA (the “Federal Agencies”) for agency review
10 consistent with 40 C.F.R. § 135.5. The agency review period (“Agency Review
11 Period”) expires forty-five (45) calendar days after receipt by the Federal Agencies,
12 as evidenced by certified return receipts. In the event that the Federal Agencies object
13 to entry of this Consent Decree or to any portion of this Consent Decree, the Parties
14 agree to meet and confer to attempt to resolve the issue(s) raised by the Federal
15 Agencies. If the Parties are unable to resolve any issue(s) raised by the Federal
16 Agencies in their comments, the Parties agree to expeditiously seek a settlement
17 conference with the assigned Magistrate Judge to resolve any issue(s).

18 9. Court Notice. Plaintiff shall notify the Court of the receipt date by the
19 Federal Agencies, as required by 40 C.F.R. § 135.5, in order coordinate the Court’s
20 calendar with the 45-day review period.

21 10. Entry of Consent Decree. Following expiration of the Federal Agencies’
22 45-day review period, Plaintiff shall submit the Consent Decree to the Court for
23 entry.

24 **B. DEFINITIONS**

25 11. Unless otherwise expressly defined herein, terms used in this Consent
26 Decree which are defined in the CWA or in regulations or rules promulgated under
27 the CWA have the meaning assigned to them in the statutes or regulations or rules.

1 Whenever terms listed below are used in this Consent Decree, the following
2 definitions apply:

- 3 a. “BAT” means the Best Available Technology Economically
4 Achievable.
- 5 b. “BCT” means the Best Conventional Treatment Technology.
- 6 c. “BMPs” means Best Management Practices.
- 7 d. “Consent Decree” means this Consent Decree and any
8 attachments or documents incorporated by reference.
- 9 e. “Day” means a calendar day. In computing any period of time
10 under this Consent Decree, where the last day of such period is a
11 Saturday, Sunday, or Federal or State Holiday, the period runs
12 until the close of business on the next day that is not a Saturday,
13 Sunday, company holiday¹, or Federal or State Holiday.
- 14 f. “Discharge Point” means each outfall and discharge location
15 designated in the then-current SWPPP for the Facility.
- 16 g. “Effective Date” means the effective date of this Consent Decree,
17 which shall be the date of execution by the Parties.
- 18 h. “Entry Date” means the day this Consent Decree is approved and
19 entered by the Court.
- 20 i. “MIP” means a Monitoring Implementation Plan.
- 21 j. “PPT” means Pollution Prevention Team.
- 22 k. “Qualifying Storm Event” or “QSE” shall have the definition set
23 forth in the General Permit.
- 24 l. “Reporting Year” means the period from July 1 of a given
25 calendar year to June 30 of the following calendar year.

26
27
28 ¹ “Company Holiday” includes the following: New Year’s Day, Memorial Day, Independence Day, Labor Day,
Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, Christmas Day, and floater days from Christmas Day
until New Year’s Day that are determined on an annual basis.

- m. “SMARTS” means the California State Water Resources Control Board’s Stormwater Multiple Application and Report Tracking System.
 - n. “SWPPP” means a Storm Water Pollution Prevention Plan.
 - o. “Term” means the period between the Effective Date and the “Termination Date.”
 - p. “Termination Date” means the latest of:
 - i. June 30 following three (3) years from the Effective Date;
 - ii. seven (7) calendar days from the conclusion of any proceeding or process to enforce the Consent Decree initiated prior to June 30 following three (3) years after the Effective Date; or
 - iii. seven (7) calendar days from Defendants’ completion of all payments and other affirmative duties required by this Consent Decree.
 - q. “Wet Season” means the seven-month period beginning October 1st of any given calendar year and ending April 30th of the following calendar year.

III. COMMITMENTS OF THE SETTLING PARTIES

A. STORM WATER POLLUTION CONTROL BEST MANAGEMENT PRACTICES

12. Non-Storm Water Discharge Prohibition: Any unauthorized non-storm water discharge, as defined in the General Permit, shall be a violation of this Consent Decree.

13. Current and Additional Best Management Practices: In addition to maintaining the current BMPs described in the Facility's SWPPP, Defendants shall (1) develop and implement BMPs identified herein, and (2) develop and implement additional BMPs necessary to comply with the provisions of this Consent Decree and the Storm Water Permit, including but not limited to those that achieve BAT/BCT. In

1 addition, the General Permit Receiving Water Limitations require that discharges
2 from the Facility “not cause or contribute to an exceedance of any applicable water
3 quality standards contained in a Statewide Water Quality Control Plan or the
4 applicable Regional Board’s Basin Plan.” Defendants shall develop and implement
5 BMPs necessary to comply with the General Permit requirement to achieve
6 compliance with BAT/BCT standards, to comply with the applicable water quality
7 standards, and to prevent or reduce contamination in storm water discharges from the
8 Facility in compliance with this Consent Decree.

9 14. Rain Gauge/Sensor. Defendants shall install and maintain an electronic
10 rain gauge or sensor at the Facility within ten (10) days of the Effective Date. The
11 rain gauge/sensor shall be capable of measuring precipitation down to at least 0.1
12 inches, and record start/stop times and non-cumulative precipitation for each rain
13 event. During the Term, Defendants shall collect data using the gauge/sensor for all
14 precipitation events to the nearest 0.1 inch, including start/stop times. Data from the
15 rain gauge/sensor shall be conclusive of precipitation quantities and timing for
16 purposes of this Consent Decree.

17 15. Structural and Non-Structural BMPs for the Facility: Within ninety (90)
18 days of the Effective Date, Defendants shall develop and implement the following
19 BMPs at the Facility:

- 20 a. Defendants shall install concrete berms or curbs sufficient to
21 prevent storm water discharges from any point other than
22 Discharge Points. Attached hereto as **Exhibit A** is a figure
23 identifying speed bump and curbing locations. Specifically,
24 Defendants shall install:
25 i. A speed bump or berm perpendicular to the fence line along
26 Canning Street, to delineate the grade break between the S-
27 1 drainage area and the non-industrial area connected to it;

- 1 ii. A permanent curb along the entirety of the fence line along
2 Canning Street near the S-1 drainage area.
 - 3 iii. A speed bump or berm in the S-2 drainage area that will
4 direct all flows to the corner of the area where sampling is
5 currently taking place. If installing a speed bump or berm is
6 not feasible, then Defendants may instead install concrete
7 swales to ensure water flows along the desired path.
 - 8 iv. A permanent curb along the entirety of the fence line along
9 Canning Street near the metal storage drainage area.
 - 10 v. A permanent curb between the employee parking lot area
11 and the metal storage drainage area. If installing a
12 permanent curb is not feasible, then Defendants may instead
13 install speed bump or berm.
- 14 b. Defendants shall also install a permanent curb along the entire
15 border between the metal storage drainage area and the
16 neighboring WireTech facility to prevent any run-on from the
17 neighboring facility.
 - 18 c. Defendants shall remove and replace all galvanized roof surfaces
19 from which storm water flows into any drainage area, including
20 specifically the roofs in the S-2 drainage area. If removing a roof
21 surface is not feasible, Defendants may coat the surfaces to
22 prevent zinc discharge.

23 Within forty-five (45) days of the Effective Date, Defendants shall develop and
24 implement the following BMPs at the Facility:

- 25 a. To the maximum extent possible, Defendants shall restrict forklift
26 activity in the S-2 drainage area during rain events and restrict
27 forklifts from entering or exiting the S-2 drainage area from the

beginning of the rain event until the storm water ceases flowing after the rain event has fully concluded.

- b. Defendants shall restrict all vehicle traffic in the metal storage drainage area and prohibit all vehicles from entering or exiting the metal storage drainage area from the beginning of the rain event until the storm water ceases flowing after the rain event has fully concluded.
- c. Defendants shall implement improved housekeeping and cleanup procedures in areas of oil storage and waste oil transfer, such as around the air compressor and around the exterior portion of the secondary containment structure for oily water. This may also include more permanent curbing or berthing around such areas as a way to better contain the oil.
- d. During the Wet Season, implement a sweeping program employing hand sweeping and hand vacuuming on all paved areas at least once per week and within twenty-four (24) hours prior to a Forecasted Rain Event (as defined below);
- e. Prior to the start of the Wet Season, annually by September 15th, replace all synthetic wattles/filters/socks at the Facility, and during the Wet Season, as necessary, replace the synthetic wattles/filters/socks when degraded or ineffective;
- f. Institute a formal pre-rain protocol throughout the Wet Season to be implemented prior to forecasted rain events with a greater than 50% probability of precipitation above 0.1 inches within 24 hours as forecasted by the National Oceanic and Atmospheric Administration at <https://www.weather.gov> for “90040, Bell

Gardens, CA, USA" (a "Forecasted Rain Event").² The pre-rain protocol will include, at minimum:

- i. deployment of multiple layers of filtration socks (biochar or other equivalent media) to remove sediments, oil & grease, metals, and organic materials at all discharge points, which shall be implemented to ensure maximum contact with storm water prior to discharge, and shall remain in place until the storm water ceases flowing after the event has fully concluded,
 - ii. regular inspection of any filters and wattles deployed at the site,
 - iii. removal of any exposed waste material, and
 - iv. relocation of uncontained debris bins and trash cans under cover;
- g. If power washing activities take place in any drainage area, the pre-rain protocols set forth above shall be implemented to ensure that none of the water from the power washing flows offsite untreated.
- h. Defendants shall sample discharge from downspouts that flow into the S-1 or S-2 discharge points in accordance with Section III.B of this Consent Decree below to determine if flow from the downspouts contains pollutants. To the extent that downspout samples collected from downspouts during any QSE in the 2023-2024 Reporting Year reveal concentrations of any pollutant above the applicable Table 1 limit below, Defendant shall install downspout filters effective at treating such pollutants from

² Available at <https://forecast.weather.gov/MapClick.php?lat=33.9744&lon=-118.1425&unit=0&lg=english&FcstType=graphical>

1 applicable downspouts (e.g., Newterra Zinc-B-Gone Roof Runoff
2 Filter, [https://www.newterra.com/technology/zinc-b-gone-roof-](https://www.newterra.com/technology/zinc-b-gone-roof-runoff-filter/)
3 [runoff-filter/](https://www.newterra.com/technology/zinc-b-gone-roof-runoff-filter/), or comparable downspout filters) within ninety (90)
4 days of Defendants' receipt of the laboratory report for the
5 downspout samples showing the concentration above Table 1
6 limits.

7 Within fourteen (14) days of initial implementation of each of the above BMPs in
8 Paragraph 15, Defendants shall confirm to LA Waterkeeper in writing, with
9 photographs, that such BMP has been implemented as set forth above.

10 **B. SAMPLING AT THE FACILITY**

11 16. Defendants shall develop a monitoring program consistent with the
12 General Permit. During the Term, Defendants shall collect samples of storm water
13 discharge from each Discharge Point from at least four (4) Qualifying Storm Events,
14 including, at minimum, the first two (2) Qualifying Storm Events during the first half
15 of the Reporting Year and the first (2) two Qualifying Storm Events during the
16 second half of the Reporting Year. Such sampling shall take place as soon as possible
17 within the four (4) hour period required by the General Permit § XI.B.5. Any failure
18 to collect samples as required by this Consent Decree, including without limitation as
19 a result of insufficient discharge, shall be documented, including by taking
20 photographs, and submitted to LA Waterkeeper by email, along with rain
21 gauge/sensor data for the date when the sample should have been collected but was
22 not, within ten (10) days of a written request for such records by LA Waterkeeper.

23 17. Sampling Parameters: All samples collected pursuant to this Consent
24 Decree shall be analyzed, at minimum, for the parameters listed in Table 1. Should
25 Defendants conduct sampling for any additional parameters that are listed in 40
26 C.F.R. § 131.38 and/or in the General Permit for any reason, including without
27 limitation as a result of changed operations or a revised pollutant source assessment,
28 such parameter shall be treated as if listed in Table 1 for the purposes of this Consent

Decree, including the action plan requirements below, and the Parties shall meet and confer regarding the applicable Table 1 limit for such purposes.

18. Laboratory and Holding Time. Except for pH samples, delivery of all samples to a California state certified environmental laboratory for analysis within allowable hold times, pursuant to 40 C.F.R. Part 136. Analysis of pH will be completed onsite using a calibrated portable instrument for pH in accordance with the manufacturer's instructions.

19. Detection Limit: Defendants shall request that the laboratory use analytical methods adequate to detect the individual contaminants at or below the values specified in the General Permit and Table 1 below.

20. Reporting: Defendants shall provide complete laboratory results of all samples collected at the Facility to SMARTS in accordance with the General Permit, and shall provide copies to LA Waterkeeper within ten (10) days of receiving the laboratory report with the results.

C. REDUCTION OF POLLUTANTS IN DISCHARGES

21. Table 1 Numeric Limits: Defendants shall develop and implement BMPs to reduce pollutants in storm water at the Facility to levels below those in Table 1.

TABLE 1

Analytes	Values	Source of Limit
Aluminum	0.75 mg/L	NAL
Iron	1.0 mg/L	NAL
Zinc	0.159 mg/L	Maximum instantaneous NEL
N+N	.68 mg/L	NAL
O&G	15 mg/L	NAL
pH	<6.5 or >8.5 s.u.	Basin Plan
TSS	100 mg/L	NAL

22. Table 1 Exceedances. An “Exceedance” of Table 1 is defined as follows:
where the concentration of any pollutant in any storm water sample from the Facility

1 exceeds any numeric limit contained in Table 1. An Exceedance shall constitute a
2 violation of this Consent Decree.

3 23. Action Plan for Table 1 Exceedances: As of the Effective Date, and for
4 the remainder of the Term, if Defendants discharge non-stormwater from a Discharge
5 Point in violation of Paragraph 12, or storm water samples demonstrate an
6 Exceedance as defined above, Defendants shall prepare and submit to LA
7 Waterkeeper a plan for reducing and/or eliminating the relevant discharge of
8 pollutants for the Facility and/or achieving compliance with the non-stormwater
9 discharge prohibition (“Action Plan”). The complete Action Plan shall be submitted
10 to LA Waterkeeper within thirty (30) days of the non-stormwater discharge or the
11 receipt of the laboratory report demonstrating the Exceedance, as applicable.

12 a. Action Plan Requirements. Each complete Action Plan submitted
13 shall include at a minimum: (1) the identification of the
14 contaminant(s) discharged in excess of the numeric limit(s) and/or
15 the applicable non-stormwater discharge; (2) an assessment of the
16 source of each contaminant exceedance and/or applicable non-
17 stormwater discharge; (3) the identification of additional BMPs
18 that shall be implemented to achieve compliance with the numeric
19 limit(s) and/or non-stormwater discharge prohibition, as well as
20 the design plans and calculations of these additional BMPs; and
21 (4) time schedules for implementation of the proposed BMPs. The
22 time schedule(s) for implementation shall ensure that all BMPs
23 are implemented as soon as possible, but in no event later than
24 ninety (90) days following the submission of the Action Plan,
25 unless a later implementation date is mutually agreed upon by the
26 Settling Parties. Defendants shall notify LA Waterkeeper in
27 writing, with photographs, when an Action Plan has been
28 implemented.

- 1 b. Action Plan Proposed BMPs: The following BMPs should
2 generally be evaluated for inclusion in Action Plans to attain the
3 Table 1 levels in the Facility's storm water discharges:
4 i. Hydrologic Controls: Installation of additional berms or
5 equivalent structural controls necessary to reduce or prevent
6 storm water from flowing off site other than through the
7 engineered storm water conveyance system or storm water
8 retention or treatment facilities.
9 ii. Sweeping: The increased/more frequent use of sweepers
10 and manual sweeping in otherwise inaccessible areas.
11 iii. Downspout filters: Retrofitting downspouts that convey
12 runoff from the roof with downspout filters to remove
13 pollutants.
14 iv. Treatment Systems: Installing additional components or
15 systems, or otherwise improving, the advanced storm water
16 treatment system, or making changes to the operation and
17 maintenance protocols for such system, to provide more
18 effective filtration treatment of storm water prior to
19 discharge.
20 v. Evaluation of Existing BMPs: Replacing, rehabilitating, or
21 eliminating existing BMPs, taking into account the age of
22 the BMPs involved or employed, the engineering aspect of
23 the application of various BMPs, and any adverse
24 environmental impact of the BMPs.
25 c. Action Plan Review: LA Waterkeeper shall have thirty (30) days
26 upon receipt of Defendants' complete Action Plan to provide
27 Defendants with comments. Within fourteen (14) days of
28 receiving LA Waterkeeper's proposed revisions to an Action Plan,

1 Defendants shall consider each of LA Waterkeeper's
2 recommended revisions and accept them or justify in writing why
3 any comment is not incorporated. Action Plan(s) developed and
4 implemented pursuant to this Consent Decree are an obligation of
5 this Consent Decree. Any disputes as to the adequacy of an Action
6 Plan shall be resolved pursuant to the dispute resolution
7 provisions of this Consent Decree, set out in Section IV below.
8 Disputes regarding the adequacy of a particular BMP shall not
9 impact the schedule for implementing any other BMP set forth in
10 the Action Plan.

- 11 d. Defendants shall revise the then-current SWPPP to reflect the
12 changes required by the Action Plan, as set forth in Paragraph
13 28.b.i. below.
- 14 e. Action Plan Payments: Defendants shall pay Five Thousand
15 Dollars (\$5,000.00) each time an Action Plan is submitted to LA
16 Waterkeeper. Payments shall be made to "Los Angeles
17 Waterkeeper" via certified mail, return receipt requested to Los
18 Angeles Waterkeeper, c/o Barak Kamelgard, 360 E 2nd Street
19 Suite 250, Los Angeles, CA 90012. Failure to submit a payment
20 as required under this Paragraph will constitute a breach of the
21 Consent Decree.

22 **D. VISUAL OBSERVATIONS**

- 23 24. Storm Water Discharge Observations: During the Term, appropriately
24 trained staff of Defendants shall conduct visual observations during the Facility's
25 operating hours during every Qualifying Storm Event. Such inspections shall comply
26 with all requirements of Section XI.A.2 of the General Permit, and any successor
27 thereof.

1 25. Monthly Visual Observations: During the Term, appropriately trained
2 staff of Defendants shall conduct monthly non-storm water visual observations of the
3 Facility. Such inspections shall comply with all requirements of Section XI.A.1 of the
4 General Permit, and any successor thereof. Such monitoring shall include outfalls,
5 Discharge Points, outdoor industrial equipment and storage areas, outdoor industrial
6 activities areas, BMPs, and all other potential sources of industrial pollutants. All
7 Discharge Points shall also be inspected for accumulation of dust, sediment, sand,
8 grit, oily substances, oily sheens upon any standing water, and other materials
9 associated with operations at the Facility. During the Wet Season, such inspections
10 shall further include observations of all storm water BMPs that are used only during
11 the Wet Season at the Facility to ensure that operational BMPs are being
12 implemented, structural BMPs are in good condition or working order, and that
13 BMPs have been effective in producing clean conditions at the Facility. Such
14 inspections shall further include observation as to whether there are any non-storm
15 water discharges from the Facility.

16 26. Visual Observations Records: Defendants shall maintain observation
17 records, including photographs, to document compliance with Paragraphs 24 and 25.
18 Such records shall include, but not be limited to, the persons who completed the
19 inspection, the date of the inspection, and notes sufficient to describe the completed
20 activity and all observations thereof, including but not limited to: (i) whether BMPs
21 are in an adequate condition; (ii) whether any repair, replacement, or operation and
22 maintenance is needed for any BMPs; (iii) other conditions that have the potential to
23 lead to pollutant loading in storm water discharges; and (iv) photographs of all the
24 foregoing. Defendants shall provide LA Waterkeeper with a copy of those records
25 within fourteen (14) days of receipt of a written request from LA Waterkeeper for
26 those records.

27 27. Employee Training Program: Within forty-five (45) days of the Effective
28 Date, Defendants shall develop and implement an employee training program that

1 meets the following requirements and ensures (1) that there is a sufficient number of
2 employees at the Facility designated to achieve compliance with the General Permit
3 and this Consent Decree (“Designated Employees”), and (2) that these Designated
4 Employees are properly trained to perform the activities required by the General
5 Permit and this Consent Decree (“Training Program”):

- 6 a. Training materials should include, at minimum, a detailed
7 Training Manual or Standard Operating Procedure, including
8 drawings and diagrams where appropriate, for reference and use
9 by Defendants’ personnel to ensure effective implementation of
10 all BMPs at the Facility;
- 11 b. Language. The training and training materials shall be available
12 and offered in the language(s) in which relevant employees are
13 fluent. If necessary, Defendants shall provide a translator or
14 translators at all trainings where such translation is likely to
15 improve staff comprehension of the Training Program and
16 improve compliance with this Consent Decree and the General
17 Permit;
- 18 c. Training shall be provided by a Qualified Industrial Storm Water
19 Practitioner (“QISP”, as defined in Section IX.A of the 2015
20 Permit) familiar with the requirements of this Consent Decree and
21 the General Permit, and shall be repeated as necessary to ensure
22 that all relevant employees are familiar with the requirements of
23 this Consent Decree, the Permit, and the Facility’s SWPPP. All
24 relevant new staff shall receive this training before assuming
25 responsibilities for implementing the SWPPP;
- 26 d. Sampling Training: Defendants shall designate an adequate
27 number of employees necessary to collect storm water samples as
28 required by this Consent Decree, including training to ensure

1 samples are properly collected, stored, and submitted to a certified
2 laboratory;

3 e. Visual Observation Training: Defendants shall provide training on
4 how and when to properly conduct visual observations to
5 Designated Employees;

6 f. Non-Storm Water Discharge Training: Defendants shall train all
7 Designated Employees at the Facility on the General Permit's
8 prohibition of non-storm water discharges, so that Designated
9 Employees know what non-storm water discharges are and how to
10 detect and prevent non-storm water discharges;

11 g. Employees: All Designated Employees at the Facility shall
12 participate in the Training Program annually. New Designated
13 Employees shall participate in the Training Program within thirty
14 (30) days of their hiring date;

15 h. Defendants shall maintain training records to document
16 compliance with this Paragraph and shall provide LA Waterkeeper
17 with a copy of these records within seven (7) days of receipt of a
18 written request;

19 28. SWPPP Revisions:

20 a. Initial SWPPP Revisions: Defendants shall amend the Facility's
21 SWPPP to incorporate the requirements in this Consent Decree
22 and comply with the General Permit and submit the complete,
23 updated SWPPP to LA Waterkeeper within thirty (30) days of the
24 Effective Date for LA Waterkeeper's review and comment. The
25 complete, updated SWPPP shall contain, at a minimum, the
26 following elements:

27 i. A revised pollutant source assessment, including all
28 elements required by section X.G of the General Permit as

1 well as assessments of the potential for the Facility's storm
2 water discharges to contain pollutants for which the
3 Receiving Waters are 303(d) listed and/or have Total
4 Maximum Daily Loads;

- 5 ii. A detailed narrative description of each industrial activity
6 with the potential to impact storm water quality occurring at
7 the Facility as required by section X.G of the General
8 Permit;
- 9 iii. Descriptions of all BMPs in accordance with section X.H.4
10 of the General Permit, including without limitation BMPs
11 required by this Consent Decree;
- 12 iv. A set of accurate site maps that comply with section X.E of
13 the General Permit and provisions of this Consent Decree
14 and include, at minimum, accurate (1) depictions of
15 drainage areas and flow directions; (2) mapping of
16 downspout locations; (3) identification of all areas of
17 pollution and pollutant sources; (4) depictions of all BMPs;
18 and (5) a compass that correctly identifies which direction
19 is north;
- 20 v. A MIP as required by sections XI and X.I of the General
21 Permit;
- 22 vi. A designation (by position/title) of employees responsible
23 for carrying out storm water management, monitoring,
24 sampling and SWPPP implementation, e.g., visual
25 inspection of each specific area, monitoring each specific
26 BMP, sampling, etc.; and
- 27 vii. A Training Program as described above at Paragraph 27.
- 28 b. Additional SWPPP Revisions:

- 1 i. Within thirty (30) days after approval of any Action Plan by
2 LA Waterkeeper (or resolution pursuant to Dispute
3 Resolution), Defendants shall revise the then-current
4 SWPPP to reflect the changes required by the Action Plan
5 and submit the complete, updated SWPPP to LA
6 Waterkeeper for LA Waterkeeper's review and comment.
- 7 ii. Within thirty (30) days after any changes in industrial
8 activities, sources of industrial pollutants, changes to
9 Discharge Points, or changes to sections of the SWPPP
10 identified in the SWPPP as requiring a SWPPP revision
11 (including but not limited to, changes in Facility contacts or
12 PPT members, changes or additions of BMPs, or changes in
13 or additions of industrial activities that impact storm water
14 discharge), Defendants shall revise the then-current SWPPP
15 to reflect such changes and submit the complete, updated
16 SWPPP to LA Waterkeeper for LA Waterkeeper's review
17 and comment.
- 18 c. Review of SWPPP: For any SWPPP updates pursuant to
19 Paragraphs 28.a. and 28.b., LA Waterkeeper shall have thirty (30)
20 days upon receipt of Defendants' complete SWPPP to provide
21 Defendants with comments. Within thirty (30) days of receiving
22 LA Waterkeeper's comments and proposed changes to the
23 SWPPP, Defendants shall consider each of the comments and
24 proposed changes and either accept them or justify in writing why
25 a change is not incorporated. The Parties agree to work in good
26 faith to resolve any disputes with respect to the SWPPP, and any
27 remaining disputes will be resolved through timely initiation of
28 the dispute resolution procedures in Section IV below. Following

its incorporation of proposed modification or additions (if any) into each revised SWPPP, Defendants shall upload the SWPPP to SMARTS.

E. COMPLIANCE MONITORING AND REPORTING

5 29. Every year during the Term, LA Waterkeeper may conduct one annual
6 site inspection (“Site Inspection”) for the purpose of ensuring compliance with this
7 Consent Decree and the General Permit. In the event of a dispute regarding
8 Defendants’ compliance with this Consent Decree, and provided a Site Inspection
9 would be relevant to resolving the Parties’ dispute, the Parties agree to meet and
10 confer regarding one additional Site Inspection at Plaintiff’s request. Plaintiff shall
11 not unreasonably request, and Defendants shall not unreasonably deny, one additional
12 Site Inspection. Any Site Inspection shall occur during normal business hours, and
13 LA Waterkeeper will provide Defendants with at least twenty-four (24) hours’ notice
14 prior to a Site Inspection. For any Site Inspection requested to occur in wet weather,
15 Plaintiff shall be entitled to adjust timing or reschedule during normal business hours
16 in the event the forecast changes and anticipated precipitation appears unlikely, and
17 thus frustrates the purpose of visiting the Facility in wet weather. Notice will be
18 provided by electronic mail to the individual(s) designated below at Paragraph 57.
19 During the Wet Weather inspection, Plaintiff may request that Defendants collect a
20 sample of industrial storm water discharge from the Facility’s designated industrial
21 discharge point(s) referenced in its SWPPP, to the extent that such discharges are
22 occurring. Defendants shall collect the sample and provide a split sample to LA
23 Waterkeeper. LA Waterkeeper’s representative(s) may observe the split sample(s)
24 being collected by Defendants’ representative. LA Waterkeeper shall be permitted to
25 take photographs or video recording during any Site Inspection.

26 30. Document Provision. During the Term, Defendants shall notify and
27 submit documents to LA Waterkeeper as follows:

- 1 a. Defendants shall copy LA Waterkeeper on all compliance
2 documents, monitoring and/or sampling data, written
3 communications and/or correspondences, or any documents
4 related to storm water quality at the Facility that are submitted to
5 the Regional Board, the State Board, and/or any state or local
6 agency, county or municipality;
- 7 b. Within seven (7) business days of receipt by Defendants, send to
8 LA Waterkeeper any compliance document, inspection report,
9 written communication and/or correspondence, or any document
10 related to storm water quality at the Facility received by
11 Defendants from the Regional Board, the State Board, and/or any
12 state or local agency, county, municipality, except that this
13 provision shall not apply to those materials that are publicly
14 available, including via the Stormwater Multiple Application and
15 Report Tracking System. Defendants shall email electronic copies
16 of documents to LA Waterkeeper at the relevant notice email
17 address contained below.

18 31. Compliance Monitoring. Defendants agree to partially defray costs
19 associated with Plaintiff's monitoring of Defendants' compliance with this Consent
20 Decree during the Term by paying Twenty Thousand Dollars (\$20,000.00). Payment
21 shall be made within thirty (30) days of the Entry Date. The payment shall be made
22 via check, made payable to: "Los Angeles Waterkeeper" via certified mail, return
23 receipt requested to Los Angeles Waterkeeper, c/o Barak Kamelgard, 360 E 2nd
24 Street Suite 250, Los Angeles, CA 90012. Failure to submit payment as required
25 under this Paragraph will constitute breach of the Consent Decree.

1 **F. ENVIRONMENTAL MITIGATION, LITIGATION FEES AND COSTS,
2 STIPULATED PENALTIES, AND INTEREST**

3 32. Environmental Mitigation Project: To fund environmental project
4 activities that will reduce or mitigate the impacts of storm water pollution from
5 industrial activities occurring in waters tributary to San Pedro Bay, Defendants agree
6 to make a payment totaling Forty-five Thousand Dollars (\$45,000.00) to the Rose
7 Foundation made within thirty (30) days of the Entry date, payable to the Rose
8 Foundation for Communities and the Environment and sent via overnight mail to
9 Rose Foundation, 201 4th Street, Suite 102, Oakland, CA 94607. Failure to submit
10 payment as required under this Paragraph will constitute breach of the Consent
11 Decree.

12 33. LA Waterkeeper's Fees and Costs: Defendants agree to pay a total of
13 Sixty-nine thousand six hundred eighty-five dollars (\$69,685.00) to LA Waterkeeper
14 to partially reimburse Plaintiff for their investigation fees and costs, expert/consultant
15 fees and costs, reasonable attorneys' fees, and other costs incurred as a result of
16 investigating and filing the lawsuit, and negotiating a resolution of this matter within
17 thirty (30) days of the Entry Date. The payment shall be made payable to: Aqua Terra
18 Aeris Law Group, LLP, and delivered by overnight carrier to 4030 Martin Luther
19 King Jr. Way, Oakland, CA, 94609. Failure to submit payment as required under this
20 Paragraph will constitute breach of the Consent Decree.

21 34. In the event that Defendants fail to submit to LA Waterkeeper any
22 payment, document, report, or communication required by this Consent Decree,
23 Defendants shall pay a stipulated payment of Five Hundred Dollars (\$500) per day.
24 Such stipulated payments shall be made by check payable to: Rose Foundation for
25 Communities and the Environment, and such funds shall be used for the sole purpose
26 of funding environmentally beneficial projects, as described in Paragraph 32.
27 Payment shall be sent via overnight mail to Rose Foundation, 201 4th Street, Suite
28 102, Oakland, CA 94607. Defendants agree to make the stipulated payment within

1 fourteen (14) days after the resolution of the event that precipitated the stipulated
2 payment liability.

3 35. Interest on Late Payments: Defendants shall pay interest on any
4 payments, fees, or costs owed pursuant to this Consent Decree that are not received
5 by the due date. The interest shall accrue starting the next business day after the
6 payment is due and shall be computed at a rate equal to the lower of: (i) 10% per year
7 (0.833% per month); or (ii) the maximum rate permitted by applicable law. Interest
8 shall continue to accrue daily on any outstanding balance until Defendants are current
9 on all payments then due under this Consent Decree, and shall be paid at the same
10 time that the payments, fees, or costs owed are paid to LA Waterkeeper. Interest on
11 late payments shall be paid by check payable to: Rose Foundation for Communities
12 and the Environment, and such funds shall be used for the sole purpose of funding
13 environmentally beneficial projects, as described in Paragraph 32. Payment shall be
14 sent via overnight mail to Rose Foundation, 201 4th Street, Suite 102, Oakland, CA
15 94607.

16 **IV. DISPUTE RESOLUTION**

17 36. This Court shall retain jurisdiction over this matter for the Term for the
18 purposes of enforcing its terms and conditions, and adjudicating all disputes among
19 the Parties that may arise under the provisions of this Consent Decree. The Court
20 shall have the power to enforce this Consent Decree with all available legal and
21 equitable remedies, including contempt.

22 37. Meet and Confer. Either party to this Consent Decree may invoke the
23 dispute resolution procedures of this Section IV by notifying the other party in
24 writing of the matter(s) in dispute and of the disputing party's proposal for resolution.
25 The Parties shall then meet and confer in good faith (either telephonically or in
26 person) within ten (10) days of the date of the notice in an attempt to fully resolve the
27 dispute no later than thirty (30) calendar days from the date of the notice.

1 38. Settlement Conference. If the Parties cannot resolve the dispute within
2 thirty (30) days of the meet and confer described in Paragraph 37, the Parties agree
3 that the dispute may be submitted for formal resolution by filing a motion before the
4 United States District Court for the Central District of California. The Parties agree to
5 request an expedited hearing schedule on the motion.

6 39. In resolving any dispute arising from this Consent Decree before the
7 Court, the prevailing Party shall be entitled to seek fees and costs incurred pursuant to
8 the provisions set forth in Section 505(d) of the Clean Water Act, 33 U.S.C. §
9 1365(d), and applicable case law interpreting such provisions, or as otherwise
10 provided for by statute and/or case law.

11 **V. MUTUAL RELEASE OF LIABILITY AND COVENANT NOT TO SUE**

12 40. Plaintiff's Waiver and Release of Defendants. In consideration of the
13 above, upon the Effective Date of this Consent Decree, Plaintiff, on its own behalf
14 and on behalf of its officers and directors, release Defendants, their officers, directors,
15 managers, employees, members, parents, subsidiaries, divisions, affiliates, successors
16 or assigns, agents, attorneys and other representatives, from and waives all claims
17 that were raised in the 60-Day Notice and/or the Complaint up to and including the
18 Termination Date of this Consent Decree.

19 41. Defendants' Waiver and Release of Plaintiff. In consideration of the
20 above, upon the Effective Date of this Consent Decree, Defendants, on their own
21 behalf and on behalf of their officers, directors, employees, parents, subsidiaries,
22 affiliates and each of their successors or assigns, release Plaintiff, its officers and
23 directors, from and waives all claims related to the 60-Day Notice and/or the
24 Complaint up to and including the Termination Date of this Consent Decree.

25 42. Nothing in this Consent Decree limits or otherwise affects Plaintiff's
26 rights to address or take any position that it deems necessary or appropriate in an
27 informal or formal proceeding before the State Board, Regional Board, EPA, or any
28 other judicial or administrative body on any matter relating to Defendants'

1 compliance at the Facility with the Stormwater Permit or the Clean Water Act
2 occurring or arising after the Effective Date.

3 **VI. MISCELLANEOUS PROVISIONS**

4 43. No Admission of Liability. The Parties enter into this Consent Decree
5 for the purpose of avoiding prolonged and costly litigation. Neither the Consent
6 Decree nor any payment pursuant to the Consent Decree shall constitute or be
7 construed as a finding, adjudication, or acknowledgement of any fact, law or liability,
8 nor shall it be construed as an admission of violation of any law, rule, or regulation.
9 Defendants maintain and reserve all defenses they may have to any alleged violations
10 that may be raised in the future.

11 44. Counterparts. This Consent Decree may be executed in any number of
12 counterparts, all of which together shall constitute one original document. Telecopy
13 and/or facsimile copies of original signature shall be deemed to be originally
14 executed counterparts of this Consent Decree.

15 45. Authority. The undersigned representatives for Plaintiff and Defendants
16 each certify that s/he is fully authorized by the party whom s/he represents to enter
17 into this Consent Decree. A Party's signature to this Consent Decree transmitted by
18 facsimile or electronic mail shall be deemed binding.

19 46. Construction. The language in all parts of this Consent Decree shall be
20 construed according to its plain and ordinary meaning, except as to those terms
21 defined in the Permit, the Clean Water Act, or specifically herein. The captions and
22 paragraph headings used in this Consent Decree are for reference only and shall not
23 affect the construction of this Consent Decree.

24 47. Full Settlement. This Consent Decree constitutes a full and final
25 settlement of this matter.

26 48. Integration Clause. This is an integrated Consent Decree. This Consent
27 Decree is intended to be a full and complete statement of the terms of the agreement
28 between the Parties and expressly supersedes any and all prior oral or written

1 agreements, covenants, representations, and warranties (express or implied)
2 concerning the subject matter of this Consent Decree.

3 49. Severability. In the event that any provision, paragraph, section, or
4 sentence of this Consent Decree is held by a court to be unenforceable, the validity of
5 the enforceable provisions shall not be adversely affected.

6 50. Choice of Law. The laws of the United States shall govern this Consent
7 Decree.

8 51. Diligence: Defendants shall diligently file and pursue all required permit
9 applications for the structural BMPs and shall diligently procure contractors, labor,
10 and materials needed to complete all BMPs by the required deadlines.

11 52. Effect of Consent Decree: Compliance with this Consent Decree does
12 not mean that Defendants are complying with the General Permit, the Clean Water
13 Act, or any other law, rule, or regulation.

14 53. Negotiated Settlement. The Settling Parties have negotiated this Consent
15 Decree, and agree that it shall not be construed against the party preparing it, but shall
16 be construed as if the Settling Parties jointly prepared this Consent Decree, and any
17 uncertainty and ambiguity shall not be interpreted against any one party.

18 54. Modification of the Consent Decree. This Consent Decree, and any
19 provisions herein, may not be changed, waived, discharged, or terminated unless by a
20 written instrument, signed by the Parties and approved by the Court. Any request to
21 modify any provision of the Consent Decree, including but not limited to any
22 deadline(s) set forth herein, must be made in writing at least fourteen (14) days before
23 the existing deadline(s) applicable to the provision(s) proposed to be modified.

24 55. Assignment. Subject only to the express restrictions contained in this
25 Consent Decree, all of the rights, duties and obligations contained in this Consent
26 Decree shall inure to the benefit of and be binding upon the Parties, and their
27 successors and assigns. Defendants shall notify Plaintiff within ten (10) days of any
28 assignment.

1 56. Force Majeure. Neither of the Parties shall be considered to be in default
 2 in the performance of any of their respective obligations under this Consent Decree
 3 when performance becomes impossible due to a Force Majeure event. A Force
 4 Majeure event is any circumstance beyond a Settling Party's control, including
 5 without limitation, any act of God, war, fire, earthquake, flood, windstorm, pandemic,
 6 public health crisis, or natural catastrophe; criminal acts; civil disturbance, vandalism,
 7 sabotage, or terrorism; restraint by court order or public authority or agency; or action
 8 or non-action by, or inability to obtain the necessary authorizations or approvals from
 9 any governmental agency. A Force Majeure event shall not include normal inclement
 10 weather, economic hardship, inability to pay, or employee negligence. Any party
 11 seeking to rely upon this Paragraph to excuse or postpone performance shall have the
 12 burden of establishing that it could not reasonably have been expected to avoid the
 13 Force Majeure event and which by exercise of due diligence has been unable to
 14 overcome the failure of performance. The Parties shall exercise due diligence to
 15 resolve and remove any Force Majeure event.

16 57. Correspondence. All notices required herein or any other correspondence
 17 pertaining to this Consent Decree shall be, the extent feasible, sent via electronic mail
 18 transmission to the e-mail address listed below, or if electronic mail is not feasible,
 19 then by certified U.S. mail with return receipt, or by hand delivery to the following
 20 addresses:

21 If to Plaintiff:

22 Los Angeles Waterkeeper
 23 Barak Kamelgard
 24 Benjamin Harris
 25 360 E 2nd St., Suite 250
 26 Los Angeles, CA 90012
 27 Email: barak@lawaterkeeper.org
 28 Email: ben@lawaterkeeper.org
 29 Phone: (310) 394-6162

If to Defendants:

Monogram Aerospace Fasteners, Inc.,
 TriMas Corp., and TriMas Company LLC
 Jodi Robin
 Anthony Mendes
 38505 Woodward Avenue, Suite 200,
 Bloomfield Hills, MI 48304
 Email: jodi.robin@trimas.com
 Email: anthony.mendes@trimas.com
 Phone: (248) 631-5477

1 With copies to:

2 Aqua Terra Aeris Law Group
3 Jason Flanders
4 Kenya Rothstein
5 4030 Martin Luther King Jr. Way
6 Oakland, CA 94609
7 Email: jrf@atalawgroup.com
8 Email: ksr@atalawgroup.com
9 Phone: (916) 202-3018

1 With copies to:

2 Norton Rose Fulbright US LLP
3 H. Joseph Drapalski III
4 555 S. Flower Street, 41st Floor
5 Los Angeles, CA 90071
6 Email:
7 joseph.drapalski@nortonrosefulbright.com
8 Phone: (213) 892-9282

9
10 Notifications of communications shall be deemed submitted three (3) days after the
11 date that they are postmarked and sent by first-class mail, or immediately after
12 acknowledgement of receipt via email by the receiving party. Any change of address
13 or addresses shall be communicated in the manner described above for giving notices.

14 58. If for any reason the Federal Agencies should object to entry of this
15 Consent Decree or to any portion of this Consent Decree or the District Court should
16 decline to approve this Consent Decree in the form presented, the Parties shall use
17 their best efforts to work together to modify the Consent Decree within thirty (30)
18 days so that it is acceptable to the Federal Agencies or the District Court. If the
19 Parties are unable to modify this Consent Decree in a mutually acceptable manner
20 that is also acceptable to the District Court, this Consent Decree shall immediately be
21 null and void as well as inadmissible as a settlement communication under Federal
22 Rule of Evidence 408 and California Evidence Code section 1152.

23 The Parties hereto enter into this Consent Decree and submit it to the Court for
24 its approval and entry as a final judgment.

25 IN WITNESS WHEREOF, the undersigned have executed this Consent Decree
26 as of the date first set forth below.
27
28

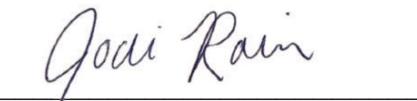
1 APPROVED AS TO CONTENT

2

3 Dated: September 29, 2023

4 By: 
5 Bruce Reznik
6 Executive Director
7 Los Angeles Waterkeeper

8 Dated: October 2, 2023

9 By: 
10 Jodi Robin
11 General Counsel
12 Monogram Aerospace Fasteners,
13 Inc., TriMas Corp., and TriMas
14 Company LLC

15 APPROVED AS TO FORM

16 AQUA TERRA AERIS LAW GROUP

17 Dated: September 29, 2023

18 By: 
19 Jason Flanders
20 Attorney for Plaintiff
21 Los Angeles Waterkeeper

22 Dated: October 2, 2023

23 By: 
24 H. Joseph Drapalski III
25 Attorney for Defendants
26 Monogram Aerospace Fasteners,
27 Inc., TriMas Corp., and TriMas
28 Company LLC

1 **IT IS SO ORDERED.**

2 **FINAL JUDGMENT**

3 Upon approval and entry of this Consent Decree by the Court, this Consent
4 Decree shall constitute a final judgment between the Plaintiff and Defendants.
5
6

7 Dated: December 4, 2023

CENTRAL DISTRICT OF CALIFORNIA

10 
11 **HONORABLE WESLEY L. HSU**
12 **UNITED STATES DISTRICT JUDGE**

Exhibit A

